

[UNICEF letterhead]

[date]

[name
address
of contact at contributor]

Dear X:

Agreement between UNICEF, the United Nations Children’s Fund and [name of contributor] concerning a contribution to the Violence against Children Trust Account at UNICEF

Summary

1. The United Nations Children’s Fund (hereinafter, “UNICEF”) is pleased to acknowledge the agreement of [name of contributor] (hereinafter, “XX”) to contribute the sum of [amount in words] United States dollars (US\$ [amount in figures]) (hereinafter, the “XX Contribution”) to a trust account (hereinafter, the “Trust Account”) established by UNICEF to receive contributions to help fund the administrative operations of Office of the Special Representative of the Secretary-General on Violence Against Children (hereinafter, the “SRSG on Violence against Children”) appointed by the Secretary-General pursuant to General Assembly resolution 62/141 of 18 December 2007 (paragraph 58). This letter shall, upon your confirmation in the manner indicated below, constitute an agreement between UNICEF and XX. This letter agreement (hereinafter, this “Contribution Agreement”) sets out all terms, conditions, requirements, and obligations between XX and UNICEF in connection with the Trust Account and with UNICEF’s support for the administrative operations of the Office of the SRSG on Violence against Children.

Administrative Support for the Office of the SRSG on Violence against Children

2. Pursuant to General Assembly resolution 62/141 of 18 December 2007, UNICEF provides support to the Office of the SRSG on Violence against Children as more fully described below.

3. The Office of the SRSG on Violence against Children is established administratively within UNICEF. It is operated and administered under the regulations, rules, procedures, administrative instructions and other administrative issuances governing the operation of UNICEF including those relating to personnel and financial administration. The Office of the SRSG on Violence against Children is funded exclusively by voluntary contributions.

4. UNICEF will provide all administrative support required by the Office of the SRSG on Violence against Children including financial and administrative management of that office including the provision of internal audit services if so determined by the UNICEF Office of Internal Audit; all personnel matters including the administration of

staff contracts and hiring of consultants; making travel arrangements and providing in-country logistical support as needed; making premises available, whether by lease or otherwise, for the offices of the Office of the SRSG on Violence against Children; and other administrative support required for the operation of that office.

5. UNICEF has established the Trust Account in order to receive, hold, administer, and disburse financial contributions that have been provided to fund the operation of the Office of the SRSG on Violence against Children (including payment for all personnel costs).

6. XX is committed to supporting the operation of the Office of the SRSG on Violence against Children and to that end wishes to make a financial contribution to the Trust Account.

Operational Matters

Deposit of XX Contribution

7. XX will transfer the XX Contribution to UNICEF by depositing it into the following bank account:

JP Morgan Chase Bank
International Agencies Banking
1166 Avenue of the Americas
17th Floor
New York, NY 10036-2708
SWIFT Reference CHAS US 33
for credit to: UNICEF Cashier's Bank Account No. 1
Account No. 014-1-076224
If payment Via CHIPS: ABA 0002 UID 259366
If payment Via Fed Wire: 0210 00021

8. When making the transfer, XX will notify UNICEF, Division of Financial and Administrative Management, Finance-NY (for the Attention Treasury Operations), by fax (212-326-7425) or by e-mail (tnyhq-dfam@unicef.org), of the following: (a) the amount transferred, (b) the value date of the transfer; and (c) that the transfer is from XX in accordance with this agreement, for deposit in the Trust Account.

The Trust Account; Administrative Fee

9. The Trust Account will be established and administered in accordance with the Financial Regulations, Rules and administrative instructions of UNICEF including those relating to earning of interest and internal and external audit. The Trust Account will be conducted in US dollars. XX acknowledges that the XX Contribution will be mingled with other contributions to the Trust Account and that it will not be separately identified or administered. The funds in the Trust Account may be mingled with other assets maintained by UNICEF. The Trust Account will be subject exclusively to internal and external audit in accordance with the regulations, rules, and procedures of UNICEF.

10. UNICEF will be entitled to allocate an administrative fee of one percent (1%) of the XX Contribution to assist in defraying UNICEF's costs of administering the Trust

Account. Such fee will be allocated upon receipt of the XX Contribution and the balance will be deposited by UNICEF to the Trust Account.

11. (a) UNICEF's identifiable direct costs of providing financial and administrative support to the Office of the SRSG on Violence against Children, including but not limited to the cost of rent of premises (whether such premises are leased specifically for the offices of the Office of the SRSG on Violence against Children or are made available from premises presently leased by UNICEF), will be charged against the Trust Account and may be withdrawn directly by UNICEF.

(b) In addition to the fee referred to in paragraph 11(a), UNICEF will be entitled to allocate a fee of three percent (3%) of the XX Contribution to assist in defraying its indirect costs of providing financial and administrative support to the Office of the SRSG on Violence against Children. UNICEF will review this fee once each twelve (12) months during the period when it operates the Trust Account, starting on the date twelve (12) months after the SRSG on Violence against Children takes up her post, and may alter this fee as a result of each such review.

Commitments and Disbursements

12. UNICEF will make commitments of funds in the Trust Account and disbursements of funds from the Trust Account in accordance with written requests from the SRSG on Violence against Children that are made pursuant to a budget and projected cash flow needs of the Office of the SRSG on Violence against Children (which budget and projected cash flow needs shall have been endorsed in accordance with protocols to be developed and agreed between UNICEF and the Office of the SRSG on Violence against Children).

13. Commitments and disbursements will only be made to the extent there are sufficient uncommitted funds available in the Trust Account. The full amount required during the contractual term (plus termination indemnities and other ancillary costs) for staff and consultants in the Office of the SRSG on Violence against Children, including for the SRSG on Violence against Children, will be committed at the time such contracts are entered into. UNICEF will be entitled to treat each such written request as presumptively valid and authorised, and to act accordingly without further enquiry. UNICEF will disburse funds from the Trust Account without need for further notification to, or permission or direction from, XX.

14. Subject to the availability of funds, UNICEF will normally make a disbursement within seven (7) to ten (10) business days in New York after receipt of a disbursement request.

Reporting

15. UNICEF will maintain a separate ledger account in respect of the Trust Account and disbursement therefrom. All financial accounts and statements with respect to the Trust Account will be expressed in United States dollars.

16. Within sixty (60) days of the close of UNICEF's books and records for each UNICEF financial year in which UNICEF conducts the Trust Account, UNICEF will provide XX with a statement of account in respect of the Trust Account for that year,

certified by the Comptroller of UNICEF (an “Annual Statement of Account”). The accounts from which this statement is drawn will be subject exclusively to the internal and external auditing procedures laid down in the rules and regulations applicable to UNICEF. At the same time it provides the Annual Statement of Account to XX, UNICEF will provide a copy to the SRSG on Violence against Children, in the expectation that the SRSG on Violence against Children will post such Annual Statement of Account on the website of the Office of the SRSG on Violence against Children.

Winding Up of the Trust Account

17. The Trust Account will be closed and wound up as of the date three (3) years after the day on which the SRSG on Violence against Children takes up her post; provided however that the Trust Account may be extended by agreement of UNICEF for an additional period should the General Assembly extend the mandate of the SRSG on Violence against Children. Upon the closing of the Trust Account, UNICEF will take the necessary steps to ensure the orderly winding up of the Trust Account and reconciliation of all financial matters relating to the Trust Account and its operation. Should there be any unallocated balance remaining in the Trust Account after all outstanding obligations are met and the final balance sheet determined, UNICEF will transfer that balance as it shall determine, following consultations with XX and all other contributors to the Trust Account and such transfer shall constitute full and final discharge of its obligations under this Contribution Agreement.

Other Matters

18. UNICEF will provide a copy of this Contribution Agreement, when it has been fully executed, to the Office of the SRSG on Violence against Children in the expectation that the SRSG on Violence against Children will post such Annual Statement of Account on the website of the Office of the SRSG on Violence against Children.

19. This Agreement sets out UNICEF’s only duties and obligations towards the contributors to the Trust Account in connection with the receiving, holding, administering, disbursing, and reporting of funds in the Trust Account and there are no other implied duties and obligations in that regard. Without in any way limiting the generality of the previous sentence, UNICEF shall have no duties, obligations or accountabilities under this Agreement in connection with funds transferred from the Trust Account.

20. This Contribution Agreement will enter into force on the date of the confirmation written below. It will terminate on the termination and winding up of the Trust Account.

21. XX and UNICEF will resolve any dispute, controversy, or claim arising out of or relating to this Contribution Agreement, through amicable negotiation.

22. Nothing in or relating to this Contribution Agreement will be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations and its subsidiary organs, including UNICEF, whether under the Convention on the Privileges and Immunities of the United Nations or otherwise, and no provision of this Contribution Agreement shall be interpreted or applied in a manner, or to an extent, inconsistent with such privileges and immunities.

TEMPLATE CONTRIBUTION AGREEMENT – NOT TO BE NEGOTIATED

23. Notices will be deemed to be effective as follows: in the case of registered mail, seven (07) days; in the case of facsimiles, twenty four (24) hours following confirmed transmission. Any notice, request or consent required or permitted to be given or made pursuant to this Contribution Agreement will be in writing, and addressed and sent by registered mail or facsimile to such Party as follows.

(a) If to UNICEF:

UNICEF, the United Nations Children’s Fund
UNICEF House
Three United Nations Plaza
New York, New York 10017
tel: +1-212-326-7000
fax: +1-212-888-7465
Att: The Comptroller

(b) If to XX:

[]
[]
tel: +x-xxx-xxx-xxxx
fax: +x-xxx-xxx-xxxx
Att: []

24. This Contribution Agreement may be amended only by written agreement between the Parties.

Sincerely,
UNICEF, the United Nations Children's Fund

Ayalew Abai
Comptroller

CONFIRMED AND AGREED:

[XX]
By: _____
[name]
[title]
Date: _____